

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco* P.O. Box 420603  
CA 94142-0603



## SHIFT PROVISIONS

FOR

### **DREDGER OPERATING ENGINEER (SECOND SHIFT)**

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA  
COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS,  
LAKE, LASSEN, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED,  
MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO,  
SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA  
CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,  
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO,  
AND YUBA COUNTIES

Note: The shift provisions provided in the following pages provide guidance on the work hours that are applicable to each shift. Shift differential pay is required and will be enforced during each applicable shift where shift differential pay is in the determinations. Any shift provision restricting the work hours for a particular shift for a type of work will not be enforced on public works. However, if work is performed during hours typically associated with a 2nd or 3rd shift the appropriate shift rate of pay is required. Shift differential pay shall not apply to work during traditional shift hour (swing or grave) if the determination includes a footnote that indicates that the non-shift rate may be paid for a special single shift. Please note the exemptions in California Code of Regulations Section 16200 (a)(3)(F) do not waive the shift differential pay. These regulatory exemptions only apply to overtime pay. Overtime shall be required in accordance with the determination and Labor Code Section 1810 through 1815.

**RECEIVED**  
Department of Industrial Relations

AUG 03 2006

Div. of Labor Statistics & Research  
Chief's Office

**MASTER DREDGING AGREEMENT  
CLAMSHELL AND DIPPER DREDGE  
AND  
HYDRAULIC SUCTION DREDGE  
AGREEMENT**

*THIS AGREEMENT*, made and entered into this 1st day of July, 2006, by and between DREDGING CONTRACTORS ASSOCIATION ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union").

**01.00.00 GENERAL PROVISIONS**

**01.01.00 Definitions**

**01.01.01** The term "Employer" as used herein shall mean the Dredging Contractors Association.

**01.01.02** The term "Individual Employer" in this Agreement shall mean only those persons or entities who have authorized the Dredging Contractors Association (Employer) to represent them with respect to collective bargaining with the Union. The Employer has provided the Union with a list of the Individual Employers at the commencement of negotiations, and the Employer shall furnish the Union with monthly reports of any additions or deletions to the list of Individual Employers it represents.

**01.01.03** The term "Union" as used herein shall mean the Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO.

**01.01.04** The term "Employee" as used herein shall mean any person, without regard to race, religion, color, handicap, age, sex, national origin, handicap or disability (as provided for in the Americans with Disabilities Act of 1990); and shall include those persons covered by the Vietnam Era Veterans Readjustment Assistance Act of 1972:

- (a) whose work for an Individual Employer in the area covered by this Agreement falls within the recognized jurisdiction of the Union, or
- (b) who operates, monitors and controls, maintains, repairs, assembles, erects, services each or all of them, power-operated equipment, including dredge tenders, of the type or kind of equipment used in the performance of work referred to in (a) above, regardless of whether such equipment is mechanically, electrically or electronically, hydraulically, automatically or remotely controlled, and
- (c) who assists or helps in the operation, maintenance, repairing or assembling, erecting or servicing of such power-operated equipment of the type or kind of equipment used in the performance of work referred to in (a) above and who qualifies to register in a Job Placement Center; provided that the foregoing shall exclude superintendents, assistant superintendents, general foremen, time-keepers, messenger persons, guards, confidential employees, office help and persons specifically excluded elsewhere in this Agreement. The excluded shall not perform any of the above work.

**01.01.05** When any Individual Employer uses anyone other than a guard to perform guarding duties, it shall use an Employee covered by this Agreement. The guard's duties are limited to security. The Individual Employer retains the option whether to have the dredge guarded or to have a watchman on board.

**01.02.00 Unit Work.** This Agreement shall cover and apply to all the Individual Employer's on-site activities in the area covered by this Agreement falling in the Union's recognized jurisdiction as more particularly described in Section 01.02.01 and 01.02.02 below.

**01.02.01** This Agreement shall cover all hydraulic and suction dredging work carried on by the Individual Employer within the Union's territorial jurisdiction. The term "hydraulic and suction dredging work" herein is understood to include the operation of hydraulic suction operations where regular hydraulic dredge equipment is used on shore, towing dredge to and from jobsite and the maintenance and repair on the jobsite and in the Individual Employer's yard and shop, including the operation of all power machine tools, of all the equipment the Employees

**06.02.00** Not less than one-half (1/2) of a shift or a full shift from April 1st through November 15th and not less than one-half (1/2) of a shift, three-quarters (3/4) of a shift or a full shift from November 16th through March 31st at the applicable rate shall be paid for the work performed on any one (1) shift subject to Section 06.22.00 of this Section, except that on the first (1st) day of employment; on jobs of less than one (1) day's duration; on the last day of the job; and on any day that the work on a job or project is suspended on account of weather conditions, by written order of the Contracting Authority, or by any Governmental agency having the authority to suspend the work, by the unavailability of fuel, power or water, and on days on which there is a major mechanical breakdown (i.e., Employees directly affected by such breakdown), not less than four (4) hours at the applicable rate shall be paid for work performed and any time thereafter shall be reckoned by the hour.

**06.03.00** *Reckoning of Time.* Straight-time hours of employment shall be reckoned by the half (1/2) shift and the full shift from April 1st through November 15th and by

the half (1/2) shift, three-quarters (3/4) shift and the full shift from November 16th through March 31st, except as otherwise provided in Section 06.02.00 above. Overtime hours of employment before and after a shift shall be reckoned by the hour and half-hour at the applicable overtime rate. Overtime on Saturdays, Sundays or holidays shall be reckoned as provided in Section 06.22.00. If an Employee quits work on his own, he shall be paid only for actual time worked.

**06.03.01** Provided, however, in cases of emergency, Employees called out to work "the second half of the shift" during the normal straight-time hours shall receive not less than four (4) hours at the applicable overtime rate.

**06.03.02** Employees who work on a chip seal job shall be paid not less than four (4) hours at the applicable rate. Work performed in excess of four (4) hours up to a full shift shall be reckoned by the hour.

**06.04.00** On a single shift, eight (8) consecutive hours or ten (10) consecutive hours (exclusive of meal period) shall constitute a shift's work; the regular starting times of the single shift shall be between 5:00 a.m. and 10:00 a.m. An earlier or later starting time may be established by agreement between the Union and the Individual Employer. The Individual Employer shall not engage in any scheme, device or subterfuge to circumvent Sections 06.04.01 and/or 06.14.01, including, but not limited to changing Employees from one piece of equipment to

another, or from one assignment to another, moving equipment and/or Employees from one work site to another, or using a different piece of equipment to perform the work.

**06.04.01** The Heavy Duty Repairman and/or Welder performing a particular heavy duty repair assignment shall be given the first choice to perform the assignment before or after the shift.

**06.04.02** *Paving, Soil Stabilization or Pipelaying Crews only.* The regular starting times of the single shift shall be between 5:00 a.m. and 9:00 a.m.

**06.04.03** *Special Single Shift.* When the Individual Employer produces evidence in writing to the Union of a bona fide job requirement for a public agency or a public utility which certifies that some or all of work can only be done other than during the normal shift hours, and notifies the Union by certified mail at least three (3) days before the start of such special shift (except in the case of emergency), the Individual Employer may initiate such special shift of eight (8) consecutive hours (not in conjunction with any other shift) (exclusive of meal period), Monday through Friday. Such shift shall be in accordance with the provisions of Section 06.02.00.

1. Provided, however, if, by direction of the Contracting Authority, the bid specifications require it, or congestive traffic conditions on Fridays are such that working conditions would be unsafe for Employees, or counter-pro-

ductive to the performance of work, the special single shift may commence on Sunday with double (2) time to be paid from 8:00 p.m. Saturday up to and including 8:00 p.m. Sunday and the applicable straight-time rate paid from 8:00 p.m. Sunday until completion of the eight(8)-hour special single shift. If Sunday is the first day of the workweek as provided herein, all hours worked between 8:00 p.m. Friday and 8:00 p.m. Saturday shall be paid at time and one-half (1-1/2).

2. Flexible starting times shall be permitted for crews on a special single shift whenever an Operating Engineer Foreman is employed on the special single shift.

**06.04.04** Employee's straight-time rate shall be the applicable wage rate set forth in 01.03.00, 01.03.01, 01.03.02, 01.03.03, 01.03.06 and 01.04.00 for Special Single Shift work.

**06.04.05** For the purposes of this Section, Saturday shall begin at the close of the regularly established shift on Friday.

**06.04.06** *Special Service and Maintenance Shift.* Upon written notice to the Union, an Individual Employer may initiate a special service and maintenance shift (not to include heavy duty repair) other than during the normal shift hours. The Employees' straight-time wage rate for all work on such special service and maintenance shift shall be the applicable wage rate set forth in Group 4 of this

Agreement. For the purpose of this Section, changing filters and belts and making minor adjustments are not considered to be heavy duty repair.

Once an Individual Employer has established a starting time for a special service and maintenance shift, it shall not be changed except by mutual consent of the Union and the Individual Employer.

**06.05.00** When two (2) shifts are employed for five (5) or more consecutive days (or less if by mutual written agreement), eight (8) consecutive hours (exclusive of meal period) shall constitute a shift's work for the first shift, for which eight (8) hours shall be paid; and eight (8) consecutive hours (exclusive of meal period) shall constitute a shift's work for the second (2) shift, for which eight (8) hours shall be paid, at the Second Shift Wage Rates set forth in Section 01.03.00. Such shifts shall run consecutively. The straight-time hours for the second shift shall commence not later than three (3) hours after the end of work (either straight time or regularly scheduled overtime) on the first shift. On two-shift operations, the first shift shall have regular starting time not earlier than 6:00 a.m. and not later than 8:00 a.m. Once such two-shift operation and starting time have been established, they shall not be terminated other than on a Friday (except upon completion of the job), provided that the starting times may be changed by mutual consent. Shift hours and the applicable straight-time or overtime rate shall be paid whenever

shifts are worked under the above conditions including Saturdays, Sundays and holidays.

**NOTE:** A wage rate by Group is established for second (2nd) shift. Second Shift Wage Rates for Groups 1-8A, Steel Erection and Piledriving are set forth in Sections 01.03.00, 01.03.01, 01.03.02, 01.03.06 and 01.04.00 and will be paid on the basis of eight (8) hours' work for eight (8) hours' pay.

**06.06.00** When three (3) shifts are employed for five (5) or more consecutive days (or less if by mutual written agreement), the first shift of the day shall work eight (8) consecutive hours (exclusive of meal period), for which eight (8) hours shall be paid. The second shift shall work seven and one-half (7-1/2) consecutive hours (exclusive of meal period) for which eight (8) hours shall be paid, and the third shift shall work seven (7) consecutive hours (exclusive of meal period) for which eight (8) hours shall be paid. Such shifts shall run consecutively. The straight-time hours for the third shift shall commence not earlier than the end of work and not later than one (1) hour after the end of work (either straight time or regularly scheduled overtime) on the second shift. On three-shift operations, the first shift of the day and of the workweek shall start at 8:00 a.m. Monday, and such workweek shall end with the closing of the third or graveyard shift Friday or at 8:00 a.m. Saturday, whichever is earlier, and 8:00 a.m. Monday shall be compensated for at the applicable over-

time rate. Once established, shift rate shall apply on all work thereafter, including Saturdays, Sundays and holidays. Once such three-shift operations have been established they shall not be terminated other than on a Friday (except upon completion of the job).

**06.07.00** On a single- and two-shift operation, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday or at the close of the regularly scheduled second shift, whichever is later. On a three-shift operation, Saturday shall run from the close of Friday's third or graveyard shift to 8:00 a.m. Sunday.

**06.07.01** On a single- and two-shift operation, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday or at the close of the regularly scheduled second shift, whichever is later. On a three-shift operation, Sunday shall run from 8:00 a.m. Sunday to 8:00 a.m. Monday.

**06.07.02** The straight-time starting time for Employees on each shift shall be the same for all Employees employed on that shift.

**06.08.00** On "multiple-shift operations" (a two[2]- and/or three[3]- shift job), in addition to the two and/or three shifts, a single shift of eight (8) consecutive hours (exclusive of meal period) may be established, provided it is for five (5) or more consecutive days and has its own Operating Engineer Foreman where required, or if a

Foreman is not required, is under separate supervision and further provided that on a two- or three-shift job such single shift is not related to and is not in conjunction with the work on the two- or three-shift operation. The regular starting time of such single shift shall be between 6:00 a.m. and 8:00 a.m.; provided, however, once such starting time has been established on a job or project, it shall not be changed except by mutual consent of the Union and the Individual Employer.

**06.09.00** In the case of a multiple-shift operation, in no event shall the number of Employees on a second (2nd) or third (3rd) shift exceed the number of Employees on the first (1st) shift by more than fifty percent (50%). The foregoing may be modified by mutual agreement of the Union and an Individual Employer.

**06.10.00** On multiple-shift operations, no shift shall work more than ten (10) hours, except in the event of an on-the-job emergency.

**06.11.00** No single-shift Employee shall relieve a multiple-shift Employee, and no multiple-shift Employee shall relieve a single-shift Employee.

**06.12.00** In the case of a multiple-shift operation, the Individual Employer will endeavor to fairly distribute overtime work on Saturdays, Sundays or holidays.

**06.13.00** For the purposes of establishing shift operations, the Employees of the Individual Employer and the

Employees of any subcontractor or other Individual Employer shall be considered separately.

**06.14.00** No Employee shall work more than one (1) shift at straight time in any consecutive twenty-four (24) hours. No arrangement of shifts shall be permitted that prevents any Employee from securing eight (8) consecutive hours of rest in any consecutive twenty-four (24) hours. Such twenty-four (24) hours shall be computed from the start of the Employee's assigned shift.

**06.14.01** Where there is equipment to be operated on a single-shift operation before the single shift begins or after it ends, or on a Saturday, a Sunday or a holiday, the Operating Engineer who regularly operates the particular piece of equipment shall be given first choice to perform the work, for not to exceed twelve (12) hours except in an emergency, and if an Assistant to Engineer is required, the Assistant to Engineer who is regularly assigned to the particular piece of equipment shall be given first choice to perform the work.

**06.15.00** Where in any locality existing traffic conditions, weather conditions or power availability render it desirable to start the day shift at an earlier or later hour, such starting time may be set by mutual written agreement of the Individual Employer and the Union. Such different starting time may not be terminated except on a Friday or upon completion of the job.

provisions of the Job Placement Regulations of this Agreement, Section 04.10.39. Provided, however, if his work is suspended on account of weather conditions, the Employee shall be entitled to show-up time only if he remains on the jobsite for two (2) hours pending abatement of such weather, unless sent home earlier by the Individual Employer. If his work is started, in lieu of show-up time, the Employee shall be compensated as provided in 06.02.00 and 06.03.00 of this Section. If an Employee's work is to be suspended for any reason, the Employee shall be notified at least two (2) hours before being required to report on his shift. The Employee shall keep the Individual Employer advised at all times of his correct address and telephone number. When the Employee has no telephone, or when the Employee cannot be reached at the number furnished to the Individual Employer, he shall not be entitled to show-up time in the event he reports on a day of inclement weather unless he has previously called the Individual Employer at the time and place designated in a notice posted on the job. The provisions of this Section shall apply also when the Employee is working under Section 13.00.00 and 14.00.00 of this Agreement. The Individual Employer and the Union may mutually agree to other and additional means of notification of Employees.

**06.22.00** Whenever an Employee is called out to work or employed on a Saturday, Sunday or a holiday, he shall be paid at least four (4) hours at the applicable

overtime rate unless the overtime work immediately precedes his regular shift and he works or is paid for the first half of his regular shift, in which case he shall be paid for the overtime actually worked by the hour and half-hour. All time worked beyond the first four (4) consecutive hours on Saturday, Sunday and holidays shall be reckoned by the hour at the applicable overtime rate. On a two-shift or three-shift job if Employees are called out to work or employed on the first shift on a Saturday, Sunday or holiday, the above shall apply but if any Employees are called out or employed to work on a second or third shift on Saturday, Sunday or holiday all shift work Employees called out or employed shall be compensated in accordance with either Section 06.05.00 or 06.06.00, as the case may be.

**06.23.00** In the event an Employee has completed his regular shift and returned to his residence, and is called back to perform his overtime work, such Employee shall be paid at least two (2) hours at the applicable overtime rate. In the event an Employee has not worked his scheduled shift and is called out to perform overtime work, such Employee shall be paid at least four (4) hours at the applicable overtime rate.

**06.24.00** The holidays referred to in this Agreement are as follows: New Year's Day (January 1), President's Day (3rd Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day



(1st Monday in September), Thanksgiving Day (4th Thursday in November), the day after Thanksgiving Day (4th Friday in November), and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday.

**06.25.00** *Overtime on All Work Covered By This Agreement in Areas 1 and 2.* The applicable overtime rates shall apply for the shift, work covered by 02.04.00, equipment, area, location and classification on Saturdays, Sundays and holidays and all time before a shift begins and after it ends.

**06.25.01** *Overtime Areas 1 and 2 (all forty-six [46] Counties).* One and one-half (1-1/2) times the applicable straight-time hourly rate shall be paid for all work performed before a shift begins and after it ends and for all work performed on Saturdays. Double (2) the straight-time hourly rate shall be paid for all work on Sundays and holidays.

**06.25.02** Assistants to Engineers shall be paid at the applicable overtime rate when required to "grease" or "fire up" prior to the start of the shift or after the shift has ended.

**06.25.03** *Tide Work.* Except as provided for in Section 14.02.06, an Individual Employer who is performing tide work shall establish a starting time for the project between 5:00 a.m. and 10:00 a.m. which corre-

sponds to the tide on the first day of the project. All hours worked before or after the shift as established herein shall be paid at the special single shift rates set forth in 01.03.00, 01.03.01, 01.03.02, 01.03.03, 01.03.04 and 01.04.00. When an Employee is called out to work tide work, the minimum pay for such work shall be eight (8) hours at straight time as provided herein including fringe benefits. Each hour worked on Saturday shall be paid at time and one half (1-1/2) and each hour worked on Sundays and holidays shall be paid at double time.

When an Employee is called out to work on Saturdays, Sundays or holidays, the applicable overtime rate shall be paid for each hour worked, and the minimum pay shall be six (6) hours at the overtime rate.

**06.26.00** *No Restrictions on Production.* Subject to all State and Federal rules and regulations governing or applicable to the safety of Employees, place of employment and operation of equipment, no rules, customs or practices shall be permitted that limit production or increase the time required to do any work.

**15.00.00    SPECIAL WORKING RULES AND  
CONDITIONS FOR WORKING  
UNDERGROUND**

**15.01.00**    The provisions of this Section with respect to the work covered by this Section to the extent they differ from any specific provision in this Agreement shall supersede such provision and this Section as to such provision, shall control.

**15.02.00**    *Underground Rate.* Wage rates for Underground Work shall be in accordance with Section 01.03.06.

**15.02.01**    The underground straight-time hourly wage

rate shall apply for the full shift and overtime of any Employee performing work underground.

**15.02.02**    *Tunnel Shift Work.* Second (2nd) or Special Single Shift shall be paid in accordance with Section 01.03.06. When three (3) shifts are employed for five (5) or more consecutive days (or less by mutual written agreement), seven and one-half (7-1/2) consecutive hours, exclusive of meal period, shall constitute a shift's work for which eight (8) hours shall be paid for all shifts.